

Mediation/Arbitration *
of *
CLINTON COMMUNITY SCHOOL *
DISTRICT BOARD *
and *
CLINTON EDUCATION ASSOCIATION *
re *
WERC Case VI, No. 27717 *
MED/ARB-1075 *
* * * * *

ARBITRATION AWARD
Decision No. 18725-A

INTRODUCTION

The Clinton Community School District, hereinafter called the Board, filed a petition on March 30, 1981 for mediation-arbitration pursuant to Section 111.70(4)(cm)6 of the MERA in order to resolve its dispute with the Clinton Education Association, hereinafter called the Association. The Board and the Association exchanged their initial proposals on January 27, 1981 and met thereafter on three occasions in attempts to reach accord on salaries for the 1981-1982 school year. Failing to reach agreement, the Board petitioned for mediation-arbitration and a WERC staff member, Duane McCrary conducted an investigation on May 5, 1981 and concluded that the parties were at impasse. Final offers were submitted by May 19, 1981, and the WERC certified that an impasse existed in an order dated May 29, 1981. The WERC furnished the parties a panel of names from which they selected the undersigned as mediator-arbitrator and the WERC appointed the undersigned as mediator-arbitrator on June 10, 1981.

A petition for a public hearing in accordance with Section 111.70(4)(cm)6.b. was filed on June 12, 1981 and the public hearing was held on July 16, 1981 starting at 4 p.m. in the cafeteria of the Clinton High School. Approximately twenty citizens attended the hearing and several spoke. Following the hearing the mediator-arbitrator convened a mediation session which continued until 1:20 a.m. on July 17, 1981. The parties were unable to resolve their differences and, after proper notice by the mediator-arbitrator and after the parties declined to withdraw their final offers, as permitted under Section 111.70(4)(cm)6.c. the arbitration hearing was held on August 26, 1981.

Appearing for the Board was Delmar E. DeLong, Attorney; appearing for the Association was Lysabeth N. Wilson, UniServ Director, Rock Valley United Teachers. Various exhibits were introduced and written post-hearing briefs were exchanged through the arbitrator on September 29, 1981. Opportunity for rebuttal was provided and on October 9, 1981, the arbitrator was informed that rebuttals would not be submitted and that the arbitrator could proceed to formulate his award.

ISSUE

The parties have an Agreement extending from July 1, 1980 to June 30, 1982 that provided for a reopener for the purpose of negotiating salaries for the 1981-1982 school year. The parties were unable to reach agreement on the salary schedule to apply in 1981-1982 and this was the sole issue referred to arbitration. Appendix A is the 1980-1981 Salary Schedule (p. 21 of Jt. Ex. #1); Appendix B is the final offer of the Association; Appendix C is the final offer of the Board.

DIFFERENCE IN OFFERS

Comparison of the final offers and the 1980-1981 schedule show that the parties agreed to raise the BA Base of the 1980-1981 schedule by \$1,017, from \$11,300 to \$12,317, an increase of 9 percent. The parties disagreed about the increases that should go to various cells in the salary structure.

Under the Association proposal, cells in Steps 0-2 would receive 9 percent increases; cells in steps 3-8 would receive 9.5 percent increases and cells in higher steps would receive 10 percent increases. Application of the percent increases to each cell also increased the educational lane intervals from the \$175 per lane with an extra \$125 when moving from the BA+24 to the MA lane by a small dollar amount reflecting the same percent differences applied to higher bases.

Under the Board proposal, the Step 1 and 2 experience increments would be reduced from 4 percent to 3 percent, the Step 3 increment would be maintained at 4 percent, the Steps 4 through 8 increments which had been 5 percent would be changed to 5 percent, 6 percent, 7 percent, 5 percent and 4 percent respectively. The 1980-1981 increments for Step 9 and higher were 4 percent and under the Board proposal would be changed to 3 percent at Step 9 and Step 10, 4 percent at Step 11, and 3 percent at the remaining steps, except that an additional \$500 was added in the last step in each lane. The existing \$175 lane differentials and extra \$125 between the BA+24 and the Master's lane would be maintained under the Board proposal.

In essence, the Association proposal gave the largest increases to the most senior teachers while the Board proposal gave the largest increases to those teachers with six to eight year's experience. Given the years of experience and educational credits of the 80.5 teachers who were on the '80-'81 schedule and who would be on the '81-'82 schedule, the Association proposal generated an average salary increase including step increases of about 11.6 percent, while the Board proposal generated an increase of approximately 9.7 percent.

When the effect of the salary increases on certain wage related fringes (extra-curricular pay, SMPB and Social Security)

greatest weight was given by both parties in their arguments to the criterion of comparability (7.d). The Board claimed that the comparable school districts were the other members of the Rock Valley Athletic Conference. The Association agreed that the Rock Valley Conference was a proper comparable but claimed that it was insufficient and that the arbitrator should also compare the Clinton salaries to those paid in CESA #17. The 14 schools in CESA 17 include the eight schools in the Rock Valley Conference. In addition, the Association compared Clinton to 19 schools (including 10 of the 14 already mentioned) within a 25 mile radius of Clinton on the grounds of "geographic proximity, economics and other localized conditions." (Association Brief, p. 7)

The Board made several other arguments in support of its offer. It claimed that, relative to the increase in the cost of living, its offer provided for a more equitable distribution of the increase by giving a greater percent increase to lower paid teachers than to higher paid teachers. The Board stated also that there was increased taxpayer concern about increases in the school tax levy and noted that the levy payable in 1982 would increase by 12.74 percent (Board Brief, p. 15). The Board also stated that its offer would encourage teachers to obtain additional education while the Association proposal "would lessen this incentive." (Board Brief, p. 14)

The Association stated that it was not shown that the Board did not have the ability to pay, only that it was unwilling to pay. The Association also stated that the School Tax Levy Rate continues to decline and that equalized value per student continues to increase (Association Brief, p. 10). The Association argued that a critical question in this arbitration was the ratio of the pay of experienced teachers to new teachers and that the Association proposal was more in line with comparables than that of the Board (see Association Brief, P. 14).

A somewhat unusual aspect of the dispute involved the modifications of the salary structure proposed by the Board and the Association. The Board wished to increase the annual increment in the fifth and sixth steps to 6 percent and 7 percent because, according to the Board, this would reward teachers in the middle years for their increased productivity. The Association explained that the more senior teachers would be rewarded for their loyalty to the District by the Association proposal. At the hearing and in their briefs, the parties explained to the arbitrator that they disagreed about the philosophies supporting these different distributions of the wage increases as well as about the average amount to be granted.

The Board Brief updated its comparable salary information to reflect settlements in three additional Rock Valley Conference Schools (Evansville, Parkview and Turner). The Association made no reference to these additional settlements stating that many unsettled school districts are still involved in mediation-arbitration or that "their settlements are still tentative and therefore, unofficial." (Association Brief, p. 12) It should be noted that the Board and the Association were provided with the opportunity for rebuttal, thereby giving the Association a chance, if it so desired, to challenge the settlements included in the Board brief but not in the Exhibits exchanged at the arbitration hearing.

DISCUSSION

Although the parties disagree about the distribution of the proposed salary increases, the major disagreement is about the amount of the increases. The average increase sought by the Association exceeds the average increase sought by the Board by about \$300 per teacher per year. Since the Board and Association had agreed upon the increase to be applied to the base, the argument centers about the increase that is proper for the experienced teacher. After inspection of the Exhibits and the distribution of Clinton teachers in the salary structure, the arbitrator chose as his example of an experienced teacher, the teacher at the maximum of the BA+24 lane. Although other positions could have been selected, this particular one seemed representative and was one for which comparative salary data had been furnished to the arbitrator.

Under the Board offer, this teacher who had been at the top of the BA+24 lane in 1980-1981 would have received an increase of 7.7 percent (\$1,486); under the Association offer, the increase would be 10 percent (\$1,932). Since the example chosen here is a teacher already at the maximum of the lane, the increase does not include a step. This situation applies to 33 of the 80.5 Clinton teachers who were at the top of their lanes in '80-'81.

In order to determine whether comparable teachers in comparable districts receive an increase of the magnitude suggested by the Association (10 percent) or by the Board (7.7 percent), the arbitrator calculated the '81-'82 increases of teachers at the maximum of the BA+24 lane in '80-'81 in various other school districts for which the parties supplied data. Both the Association and the Board agreed that the athletic conference was a proper comparable. The Association claimed also that the 14 schools in CESA 17 were comparable as well as a group of 19 schools, including 10 within CESA 17 which were within a 25 mile radius that the Association deemed comparable on the basis of proximity, economics, and other localized conditions.

Of the 7 other schools in the athletic conference with Clinton, data were supplied for six (all but Edgerton). Of the six other schools in CESA 17 (the ones not in the athletic conference) the Association supplied data about '81-'82 settlements for three schools (Janesville, Beloit, and Fort Atkinson). Although the Association also supplied '81-'82 salary schedules for several other schools within the 25 mile radius, it did not supply '80-'81 schedules for these schools, except for two (Williams Bay and Burlington), both of which were not usable, however because of the differences in lane structure in '81-'82 compared to '80-'81 or the addition of extra steps at the lane closest to the BA+24 lane. Also, Parkview had to be excluded even though some figures were supplied, because the '80-'81 and '81-'82 salary schedules were not supplied and the arbitrator was not sure whether the BA maximum was based on BA+24 in both years.

Therefore, without making a determination about the appropriateness of including or excluding any school districts from the list of comparables, the arbitrator used all of the districts for which he had data. These included three from the athletic conference and an additional three from CESA 17.

Table 1 shows the 1981-1982 percent and dollar increases of teachers at these schools at the BA+24 maximum (or closest lane thereto) over the '80-'81 salaries of these teachers along with the Board and Association offers.

TABLE 1
PERCENT & DOLLAR INCREASES IN '81-'82
FOR TEACHERS AT THE BA+24 MAX IN '80-'81

	<u>BA+24 MAX</u> <u>'80-'81</u>	<u>'81-'82</u>	<u>PERCENT</u> <u>INCREASE</u>	<u>DOLLAR</u> <u>INCREASE</u>
Clinton/14** - Assoc. Offer	\$ 19,320	\$ 21,252	10.0%	\$ 1,932
Beloit/12	18,072	19,841	9.8	1,769
Milton/11	18,150	19,900	9.6	1,750
Fort Atkinson/11	17,316	18,798	8.6	1,482
Evansville/12*	18,971	20,576	8.5	1,605
Janesville/13	19,620	21,237	8.2	1,617
Turner/13	18,602	20,058	7.8	1,456
Clinton/14 - Board Offer	19,320	20,806	7.7	1,486
Average Without Clinton	18,455	20,068	8.74	1,613

*Association Exhibit shows that the third lane in the Evansville schedule was achieved after 20 credits, that is the BA+24 lane was changed to a BA+20 lane in '81-'82.

**The number after the slash indicates the number of steps in the lane.

It is interesting to note that the Association offer provides for a greater percent increase than was granted in any of the other districts in Table 1 and the Board offer generates a lower percent increase than was granted in any of the other districts in Table 1. The Association offer exceeds the 8.74 percent average offer in Table 1 by about 1.3 percent while the Board is about 1.0% less than the average. In absolute dollars, the Association offer exceeds the average increase by \$319 while the Board offer falls \$127 short of the average increase. In '80-'81, Clinton ranked second among the districts included in the table. In '81-'82 under the Association offer it would rank first, and under the Board offer it would rank second.

On the basis of the data in Table 1, the arbitrator believes that an increase in the Clinton BA+24 top of about eight and three-quarter percent would have been appropriate. By that standard, the Board offer is a little low and the Association offer is a little high. In order to determine whether a slightly below average or slightly above average increase is warranted under the comparability criterion of the statute, the arbitrator turned next to the relative placement of Clinton in '80-'81. If it was below

average, this would lend support to the Association position; if it was above average it would lend support to the Board position.

In order to determine whether the Clinton '80-'81 salary schedule was above or below average the arbitrator considered the ranking of Clinton calculated from the salaries shown in Association Exhibits 15a, 15b and 15c. The arbitrator found that at the BA Base Max Clinton ranked second of the eight schools in the athletic conference, second of the 14 districts in CESA 17 and third of the 16 districts listed within 25 miles of Clinton. When this analysis is considered along with the results of the analysis in Table 1, it appears to the arbitrator that the support for the Board offer is stronger than the support for the Association offer.

A further test of the Board and Association offers is to determine how a teacher at the BA MAX in '81-'82 would rank under each offer compared to teachers at the BA MAX in other comparable schools, regardless of whether the highest BA lane was BA+24 or some other figure. Table 2 lists the six schools in the athletic conference for which information is available long with three additional schools that are in CESA 17 but not in the athletic conference. In one instance, Brodhead, the final offer salaries are shown. The arbitrator did not include the few other schools within the 25 mile limit for which '81-'82 salary schedules were shown because he regarded these as less important comparables. (It is doubtful whether their inclusion would change the situation significantly.)

TABLE 2
1981-1982 TOP OF BA MAX

Evansville/14 ^a	\$22,452
Beloit/14 ^a	22,285
Clinton-Association/14	21,252
Janesville/13	21,237
Clinton-Board/14	20,806
Fort Atkinson/13 ^b	20,485
Brodhead-Assoc./14 ^c	20,160
Turner/13	20,058
Brodhead-Board/14 ^c	19,920
Milton/11	19,900
Parkview/12 ^c	19,519
Jefferson/12 ^c	18,980

^aThe maximum BA Lane is BA+30

^bThe maximum BA Lane is BA+36

^cThe identification of the maximum BA Lane was not supplied by either party.

Note: Unless otherwise specified, the maximum BA lane is BA+24. The number following the slash shows the number of steps in the lane.

Under either the Board or Association offer, the Clinton teacher at the top of the BA MAX would rank relatively well compared to teachers in the other districts included in Table 2. Under the Board offer, Clinton would rank fifth of twelve; under the Association offer, Clinton would rank third of twelve. Therefore, the arbitrator concludes that, in so far as comparable salaries at the BA BASE MAX and at the BA MAX are concerned, Clinton is above average. This fact, taken together with the information shown in Table 1, suggest that the Board offer is superior to the Association offer.

Other arguments advanced by the parties involved the ability to pay question and the ratio of salaries of experienced teachers to salaries of new teachers. In so far as ability to pay is concerned, the arbitrator finds that it is not determinative in this dispute. Association Exhibits 13a and 13b showing the equalized valuation per student of Clinton and comparable districts make clear that Clinton is not in a less favorable situation than its neighbors. Clinton ranks second of eight in equalized valuation per student in the athletic conference and fifth of fourteen in CESA 17. Although the Board may have encountered greater opposition than usual at its annual meeting at which its budget is approved, this does not provide a basis for awarding less than a comparable increase in Clinton because of inability to pay.

In order to evaluate the Association claim that the Board proposal was deficient because it provided for too low a salary ratio between beginning teachers and experienced teachers, the arbitrator made various calculations. The Association argument (pp.14-15 of its brief) is based on a comparison of the BA Base to the 13th step in the "maximum training lane." Since this comparison also reflects differences in lane structure (number of lanes and lane differentials) and some of the comparables may have Phd lanes, the arbitrator confined his analysis to the BA+24 lane. Table 3 shows the percent increments by step and cumulative percent increments at Clinton in '80-'81 and under the Board and Association proposals.

TABLE 3
BA +24 LANE
PERCENT INCREMENTS

	<u>1980-1981</u>		<u>1981-1982</u>			
			<u>BOARD OFFER</u>		<u>ASSOCIATION OFFER</u>	
BA +24 Base = \$12,000			\$13,017		\$13,080	
	<u>Increment</u>	<u>Cumulative Increment</u>	<u>Increment</u>	<u>Cumulative Increment</u>	<u>Increment</u>	<u>Cumulative Increment</u>
Step 1 -	4%	4%	3%	3%	4%	4%
Step 2 -	4	8	3	6	4	8
Step 3 -	4	12	4	10	4-1/2	12.5
Step 4 -	5	17	5	15	5	17.5
Step 5 -	5	22	6	21	5	22.6
Step 6 -	5	27	7	28	5	27.6
Step 7 -	5	32	5	33	5	32.6
Step 8 -	5	37	4	37	5	37.6
Step 9 -	4	41	3	40	4-2/3	42.3
Step 10 -	4	45	3	43	4	46.3
Step 11 -	4	49	4	47	3-1/3	49.7
Step 12 -	4	53	3	50	4-2/3	54.4
Step 13 -	4	57	3	53	4	58.4
Step 14 -	4	61 (3%+\$500= 7%)		60	4	62.5

Comparison of the Board and Association offers with the '80-'81 structure suggest that the arguments of both parties are somewhat overstated. Although there well may be considerable differences in the treatment of individual teachers under each proposal, depending on the '80-'81 placement of the teacher on the schedule, the general effect of all three schedules is similar. For example, teachers at the 6th step would receive 27 to 28 percent above the start of the lane depending on which of the three schedules in Table 3 was used. Similarly, teachers at the 8th step would receive 37 to 37.6 percent above the respective starting step of the lane.

From the ninth step onward the Board proposal provides for cumulative increments that fall behind the '80-'81 schedule while the Association proposal provides for cumulative increments that run ahead of the '80-'81 schedule. In order to see how these proposals measured up against comparable districts, the arbitrator calculated the average percent cumulative increment at the eleventh step of the BA+24 lane in '80-'81 and '81-'82 for the six comparable districts listed in Table 1.^{1/}

In '80-'81, the average percent cumulative increment of the comparables in Table 1 at the eleventh step of the BA+24 lane was 147.7%. This is a little less than the ratio provided under the '80-'81 Clinton schedule. In '81-'82, the ratio among the comparables was 148.5% compared to 147% under the Board offer and 149.6% under the Association offer.

This analysis suggests that, at the eleventh step, the Association offer more nearly parallels the practices of the comparable districts than does the Board offer. It should be recognized, however, that, to some degree at least, this is compensated for by the addition of \$500 to the last increment in each lane. As Table 3 shows, this tends to offset the relatively low increments from Steps 9-13 under the Board proposal. Also, it should be emphasized that the distribution of teachers among the various steps makes the \$500 addition to the last increment extremely significant. Forty-one percent (33 teachers) of the 80.5 teachers were at the maximum step of one of the lanes in '80-'81. Without that additional \$500, the Board offer would have generated a 5.1 percent increase for the individual at the top of the BA+24 lane--a figure that the arbitrator would have regarded as unacceptable in this dispute.

Although the arbitrator believes that the salary structure proposed by the Association is superior to that proposed by the Board, the weight of the evidence on comparability favors the selection of the Board offer. In this instance, the arbitrator will select the Board offer which, in his opinion, is on the low side rather than the Association offer which is on the high side because Clinton paid slightly higher salaries in '80-'81 than its comparables and would continue to do so in '81-'82 despite its lower than average offer. The continued high ranking of Clinton provided by the Board offer seems more important to the arbitrator than the weaknesses in the structure of the salary schedule in the Board's offer.

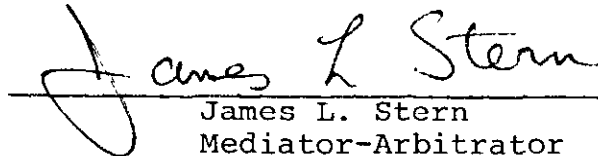
^{1/}The arbitrator calculated these rankings from the salary schedules in Association Exhibits 17a-e and 17g. The eleventh step was used as this was the highest step in the BA+24 lane that was common to all the comparables--that is, two districts only had eleven steps. Also, by using the eleventh step, the arbitrator is able to control for the fact that Clinton has more steps than many other districts and consequently it takes longer for the Clinton teacher to reach the maximum step in a lane.

In selecting the Board offer, however, the arbitrator wishes to make clear that he does not endorse the structure proposed by the Board. Nor does the arbitrator agree with the Board claim (Board Brief, p. 14) that, compared to the Association proposal, the Board's proposal provides a greater incentive to obtain additional educational credits. The Board proposal provides for the same dollar lane intervals that existed in '80-'81 while the Association proposal expands the lane intervals slightly.

AWARD

Therefore, for the reasons explained above, and with full consideration given to the statutory criteria and the exhibits and arguments of the Association and the Board, the arbitrator selects the final offer of the Board and orders that the 1980-1982 Agreement be amended to include the 1981-1982 Salary Schedule proposed by the Board. (Appendix C of this Award.)

11/3/81
November 3, 1981



James L. Stern
Mediator-Arbitrator

APPENDIX A

1980-81 SALARY SCHEDULE

EXP.	BA	(175) BA+6	(350) BA+12	(525) BA+18	(700) BA+24	(1000) MA	(1175) MA+15	(1350) MA+30
0	11300	11475	11650	11825	12000	12300	12475	12650
1 104	11752	11934	12116	12298	12480	12792	12974	13156
2 108	12204	12393	12582	12771	12960	13284	13473	13662
3 112	12656	12852	13048	13244	13440	13776	13972	14168
4 117	13221	13425	13630	13835	14040	14391	14595	14800
5 122	13786	13999	14213	14426	14640	15006	15219	15433
6 127	14351	14573	14795	15017	15240	15621	15843	16065
7 132	14916	15147	15378	15609	15840	16236	16467	16698
8 137	15481	15720	15960	16200	16440	16851	17090	17330
9 141	15933	16179	16426	16673	16920	17343	17589	17836
10 145	16385	16638	16892	17146	17400	17835	18088	18342
11 149		17097	17358	17619	17880	18327	18587	18848
12 153			17824	18092	18360	18819	19086	19354
13 157				18565	18840	19311	19585	19860
14 161					19320	19803	20084	20366

SALARY SCHEDULE

Association Proposal _____

APPENDIX B

	BA	BA+6	BA+12	BA+18	BA+24	MA	MA+15	MA+30
0	12,317	12,508	12,699	12,889	13,080	13,407	13,598	13,789
1	12,810	13,008	13,206	13,405	13,603	13,943	14,142	14,340
2	13,302	13,508	13,714	13,920	14,126	14,480	14,686	14,892
3	13,858	14,073	14,288	14,502	14,717	15,085	15,299	15,514
4	14,477	14,700	14,925	15,149	15,374	15,758	15,982	16,206
5	15,096	15,329	15,563	15,796	16,031	16,432	16,665	16,899
6	15,714	15,957	16,201	16,444	16,688	17,105	17,348	17,591
7	16,333	16,586	16,839	17,092	17,345	17,778	18,031	18,284
8	16,952	17,213	17,476	17,739	18,002	18,452	18,714	18,976
9	17,526	17,797	18,069	18,340	18,612	19,077	19,348	19,620
10	18,024	18,302	18,581	18,861	19,140	19,619	19,897	20,176
11		18,807	19,094	19,381	19,580	20,160	20,446	20,733
12			19,606	19,901	20,196	20,701	20,995	21,289
13				20,422	20,724	21,242	21,544	21,846
14					21,252	21,783	22,092	22,403

+ \$ 9,444 extended
0.00%

APPENDIX C
CLINTON COMMUNITY SCHOOL DISTRICT

Box Q

CLINTON, WISCONSIN 53525

ROBERT L. JENSEN, Superintendent

608-676-2223

FINAL OFFER OF THE CLINTON COMMUNITY SCHOOL DISTRICT

DATE May 19, 1981

TIME 5:15 P.M.

Signed Robert L. Jensen
For the District

Exp.	BA	BA + 6	BA + 12	BA + 18	BA + 24	BA	BA + 15	BA
0	12317	12492	12667	12842	13017	13317	13492	13667
(103)	12686	12866	13047	13227	13407	13716	13896	14077
(106)	13056	13241	13427	13612	13798	14116	14301	14487
(110)	13548	13741	13933	14126	14318	14648	14841	15033
(115)	14164	14365	14567	14768	14969	15314	15515	15717
(121)	14903	15115	15327	15538	15750	16113	16325	16537
(128)	15765	15989	16213	16437	16661	17045	17269	17493
(133)	16381	16614	16847	17119	17312	17711	17944	18177
(137)	16874	17114	17353	17593	17833	18244	18484	18723
(140)	17243	17488	17733	17978	18223	18643	18888	19133
(143)	18113	17863	18113	18364	18614	19043	19293	19543
(147)		18863	18620	18877	19134	19575	19833	20090
(150)			19500	19263	19525	19975	20238	20500
(152)				20148	19916	20375	20642	20910
(156)					20506	21274	21547	21820